

EXHIBIT

"A"

**CITY OF ROUND ROCK
AGREEMENT FOR
A SECURITY SYSTEM FOR THE NEW PUBLIC LIBRARY
WITH
PREFERRED TECHNOLOGIES, LLC**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THAT THIS AGREEMENT for purchase of a complete security system for the new public library and related services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2021 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and PREFERRED TECHNOLOGIES, LLC, whose address is 1414 Wedgewood Street, Houston, Texas 77093 (referred to herein as the "Vendor").

RECITALS:

WHEREAS, City desires to purchase goods and services related to a complete security system for the new public library; and

WHEREAS, Chapter 271, Subchapter D of the Texas Local Government Code allows for a local government to participate in a state cooperative purchasing program for the purposes of procuring goods and services; and

WHEREAS, the Texas Department of Information Resources ("DIR") is a state approved cooperative purchasing program wherein the state performs purchasing services on behalf of local governments; and

WHEREAS, Vendor is an approved DIR vendor; and

WHEREAS, the City is permitted to purchase from a DIR Contract and desires to purchase certain goods and services from Vendor's DIR Contract No. DIR-CPO-4742; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is

mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and services and Vendor is obligated to provide same. The Agreement includes Vendor's Proposal, attached as Exhibit "A," and incorporated herein by reference for all purposes.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

F. **Vendor** means Preferred Technologies, LLC, its successor or assigns.

2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. The term of this Agreement shall be from the effective date hereof until the installation of the security system is complete.

C. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject matter of this Agreement are described in Exhibit "A," together with this Agreement, comprise the total Agreement and is fully a part of this Agreement as if repeated herein in full.

4.01 SCOPE OF WORK

Vendor shall satisfactorily provide all goods and services described under the attached Exhibit "A." Vendor's undertakings shall be limited to providing goods and performing services for City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 CONTRACT AMOUNT

In consideration for the goods and services to be performed by Vendor, City agrees to pay the Vendor an amount not-to-exceed a total of **Six Hundred Thirteen Thousand Nine Hundred Fifty-Seven and 68/100 Dollars (\$613,957.68)**.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the goods and services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made

by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

12.01 INSURANCE

Vendor shall meet all insurance requirements set forth on the City's website at:
https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

13.01 CITY'S REPRESENTATIVES

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Richard Will
Building Construction Manager
212 Commerce Cove
Round Rock, Texas 78664
512-341-3311
richardwill@roundrocktexas.gov

14.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the terms of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

19.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

20.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Preferred Technologies, LLC
1414 Wedgewood Street
Houston, TX 77093

Notice to City:

Laurie Hadley, City Manager
221 East Main Street
Round Rock, TX 78664

Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

22.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

23.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

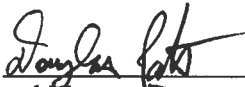
[Signatures on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

Preferred Technologies, LLC

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

By: 
Printed Name: Douglas Patete
Title: Director of Finance
Date Signed: 03/19/2021

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Proposal



To:

City of Round Rock
General Services Department
212 E Commerce
Round Rock, TX 78664

Submitted by:

Preferred Technologies, LLC
3709 Promontory Point Drive, Ste. 106
Austin, TX 78744
Telephone: (281) 442-0550
Facsimile: (281) 449-5597

Title: CRR Library Construction Project – Security, Revision II

Contract Number: DIR-CPO-4742

Date Submitted: February 14, 2021

Point of Contact: Aaron Jamieson
Sales and Design Professional - Austin

Proposal Amount: \$613,957.68

Signed:

A handwritten signature in blue ink, appearing to read "AJ", written over a horizontal line.

Aaron Jamieson
Sales and Design Professional – Austin
Preferred Technologies, LLC
737.222.1158
aaronjamieson@pref-tech.com



Overview

Preferred Technologies, LLC. (Pref-Tech) will provide a complete security system for the City of Round Rock Public Library Construction Project. Pref-Tech's work will be compliant with manufacturer requirements, applicable codes, and the highest industry standards.

Scope of Work

Preferred Technologies, LLC. will perform the tasks necessary to ensure a cohesive security system equipped with specific integrations to serve the organizational needs of the City of Round Rock. The tasks include, but are not limited to, the following:

- **Access Control**
 - Pref-Tech will provide access control products and services per the specifications and drawings on "Issue for Bid, 10/16/2020.
- **Video Surveillance**
 - Pref-Tech will provide video surveillance products and services per the specifications and drawings on "Issue for Bid, 10/16/2020.
- **Intrusion Detection**
 - Pref-Tech will provide intrusion detection products and services per the specifications and drawings on "Issue for Bid, 10/16/2020.

Integrations and Programming

- **Access Control and Video Management**
 - **Event-to-Actions** – Pref-Tech will provide event to action programming for CRR. This scope will be outlined post award in the project kick-off meeting.
- **Intrusion Detection**
 - **False Alarm Reduction** – Pref-Tech will provide programming to ensure that alarms are accurate while also implementing false alarm reduction techniques to prevent unnecessary response costs.



Assumptions

The below assumptions were applied when pricing this project. The pricing in this proposal is contingent upon the validity of these assumptions. Additional charges may result if these assumptions be found false.

- Pref-Tech's work is limited to the installation of the bill of materials listed in the Pricing Sheet.
- Others will provide construction drawings in AutoCAD format for permitting.
- Others will provide all required 120VAC power.
- Others will coordinate the fire alarm tie-in with the fire contractor. Pref-Tech is not responsible for any fees from the fire alarm contractor for the tie-in.
- Others will provide server hardware for the Genetec software that meets or exceeds minimum hardware and software requirements.
- Others will provide all necessary network access, server and workstation permissions, and IP information.
- Others will provide physical access to all work locations.
- Others will provide client workstations and network switches.
- Others will provide monitoring, if applicable.
- Others will provide necessary wall space.
- All material shipments will be standard ground. If expedited shipping is required, then extra charges may apply.
- Taxes are excluded. If taxes apply, then Pref-Tech will apply the required taxes to each invoice.



BILL OF MATERIALS		QTY	UNIT	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	QTY	UNIT	PRICE	AMOUNT	QTY	UNIT	PRICE	AMOUNT
PT LAB AND CONSTRUCTION COORDINATION																
1.00	N/A	1.00	EA	\$ 85,734.00	\$	85,734.00										
VIDEO MANAGEMENT																
1.00	N/A	1.00	EA	\$ 263,366.14	\$	263,366.14										
INTRUSION DETECTION																
1.00	N/A	1.00	EA	\$ 38,878.82	\$	38,878.82										
ACCESS CONTROL																
1.00	N/A	1.00	EA	\$ 313,816.94	\$	313,816.94										
FUEL																
N/A	N/A	1.00	EA	\$ 1,761.88	\$	1,761.88										
BIM COORDINATION																
N/A	N/A	1.00	EA	\$ 13,668.73	\$	13,668.73										
												MRP TOTAL				
												\$ 718,928.21				



Acceptance of Proposal

The Pref-Tech team thanks you for allowing us the opportunity to work with you on this project. To accept this proposal and allow Pref-Tech to proceed with the scope of work outlined above, please sign below and fax or email to your account executive.

My signature below constitutes acceptance of this proposed scope of work and the Terms and Conditions provided.

Signature

Name and Title

Company

Date

Terms and Conditions

This proposal is valid for 30 days.

Invoicing:

- **Pref-Tech will submit a mobilization invoice upon contract award for 25% of the total contract amount.** Mobilization includes (but is not limited to) all preparatory work necessary for the coordination and organization of personnel, procurement of materials, equipment, supplies, and incidentals required to begin the project; for the establishment of all necessary storage and facilities to facilitate the work; for premiums on bond and insurance (as applicable) and for all procedures to be performed or costs incurred before the beginning of work.



EXHIBIT "A"

- **Customer expressly allows Pref-Tech to invoice for stored materials.** Pref-Tech will store materials at the customer location or in the Pref-Tech bonded and insured warehouse and provide backup documentation with inventories by part number, pictures, etc., as requested by the Customer.
- **Customer expressly allows Pref-Tech to submit progressive invoices based upon completed work percentage or other production milestone.**

Payment terms are NET 30 days from the date of invoice. Past due amounts shall incur interest at 8% per annum, accrued daily from the date due (NET 30) until paid in full.

Pref-Tech may elect to preserve our right to perfect a bond or lien by sending notices in accordance with statutory requirements.

Any change to the scope of work or materials described in this proposal involving extra cost will only be effective upon the execution of a written change order by involved parties.

Pricing is conditional upon unrestricted access to all applicable areas where work is to be performed or access to and from areas where work is to be performed. Unless otherwise noted, the scope of work shown in this proposal is to be performed without delays. Additional trip charges may apply if delays caused by reasons outside of Pref-Tech's control are incurred.

Pref-Tech will guarantee all material and workmanship for a period of one year from the completion of the work included in this proposal. The warranty will commence upon final project acceptance and will terminate the 365th day beyond the date of final acceptance, regardless of warranty work conducted during the warranty period. The Owner is responsible for troubleshooting and identifying faults covered under this warranty. Additional fees may apply if Pref-Tech must troubleshoot issues for the Owner and/or if, during the course acting on a warranty request, Pref-Tech determines that the issue was not generated by failures in material or workmanship. Except for the foregoing warranty, Preferred Technologies specifically disclaims all other warranties, express or implied, including but not limited to the warranties of merchantability and of fitness for a particular purpose.

Pref-Tech shall not be liable for any special, consequential, incidental or exemplary damages or loss. Pref-Tech will not be responsible for equipment or parts which are in disrepair due to misuse, accident or mishandled by others not authorized to service this equipment during our agreement time. Pref-Tech will not be responsible for damages caused by fire, the elements, civil commotion, and malicious mischief, negligence of the customer, its agents or acts of God.

This proposal is the property of Pref-Tech. It is not for publication and is issued expressly on the condition that it is not to be copied, reprinted or reproduced in any manner; nor is it to be disclosed to any third party, either wholly or in part without the express written consent of Pref-Tech.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 11700 Katy Freeway, Suite 1100 Houston TX 77079		CONTACT NAME: Ashley Enrique PHONE (A/C, No, Ext): 817-349-2279 FAX (A/C, No): 817-347-6981 E-MAIL ADDRESS: aenrique@higginbotham.net	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED Preferred Technologies, LLC 1414 Wedgewood Street Houston TX 77093		INSURER A: The Hanover Insurance Company INSURER B: Allmerica Financial Benefit Insurance Company INSURER C: The Hanover American Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 840366402**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		LHD H320670 00	7/26/2020	7/26/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		AWD H320718 00	7/26/2020	7/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$ <input type="checkbox"/> CLAIMS-MADE		UHD H320668 -00	7/26/2020	7/26/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A		WZD H305755 00	7/26/2020	7/26/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors and Omissions (Professional Liability)		LHD H320669 00	7/26/2020	7/26/2021	Per Occurrence Aggregate 5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached...

CERTIFICATE HOLDER**CANCELLATION**City of Round Rock
221 East Main Street
Round Rock TX 78664

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

BLANKET AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.